

AG Contract No. KR98 0232TRN  
ADOT ECS File No. JPA 98-12  
Project: M-950-8-504  
TRACS: 92 CH 322 H 4695 01 C  
Section: City of Sierra Vista

INTERGOVERNMENTAL AGREEMENT  
LANDSCAPE MAINTENANCE  
BETWEEN  
THE STATE OF ARIZONA  
AND  
THE CITY OF SIERRA VISTA

THIS AGREEMENT is entered into 29 June, 1998  
pursuant to Arizona Revised Statutes Sections 11-951 through 11-954, as amended between the  
STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION ( the  
"State" ) and the City of Sierra Vista, acting by and through its Mayor and City Council, ( the  
"City" ).

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into  
this agreement and has by resolution, a copy of which is attached hereto and made part hereof,  
resolved to enter into this agreement and has delegated to the undersigned the authority to  
execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 to enter into this  
agreement and has by resolution, a copy of which is attached hereto and made a part hereof,  
resolved to enter into this agreement and has authorized the undersigned to execute this  
agreement on behalf of the City.

3. It is to the mutual advantage of the State and the City to provide a multi-use  
pedestrian path and to landscape certain areas within the right of way on SR- 92 at the following  
location.

From Foothills Drive at milepost 321.83 to Calle Mercancia at  
milepost 323.00, a net distance of approximately 1.17 miles

NO. 22436  
Filed with the Secretary of State  
Date Filed: 06/29/98  
Betty Bayless  
Secretary of State  
By Dicky Haenewald

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The State will prepare plans for the multi-use pedestrian path, landscaping and irrigation project and submit them to the City for concurrence.

2. After City concurrence of the plans, the project will be constructed by the State, using Federal, State and City funds. Upon completion of the work the City shall reimburse the State 5.7% (\$17,625.00) of the Federal enhancement portion of the contract cost, in an amount currently estimated at \$310,000.00 and 25% (\$7,000.00) of the State sponsored landscape and irrigation portion of the contract cost currently estimated at \$28,000.00, for a total of \$24,625.00.

3. The City shall furnish all water for landscape installation during the construction phase, and all water thereafter necessary to properly maintain the landscape, all at City expense.

4. After construction, the City shall maintain the irrigation system including all testing, adjusting, repairing and operation of the irrigation system, and shall furnish all electrical power necessary to operate the irrigation system.

5. The City hereby agrees to maintain the multi-use pedestrian path and landscaping. Maintenance shall consist of keeping the path in good repair, swept and clear of debris and other obstructions. The care of the landscaping shall be in accordance with accepted horticultural practices, keeping all areas free of weeds, undesirable grasses and litter, applying irrigation water, furnishing and applying insecticide/herbicide sprays and dust to combat diseases and other pests, pruning and replanting as required to maintain the landscaping as it was designed, and established at the completion of the project. The City will not make any changes, additions or deletions without written approval of the State. All maintenance work shall be conducted in a manner to minimize traffic congestion and interference with through traffic. All traffic control will meet the requirements of the Arizona Department of Transportation's "Uniform Traffic Control Manual."

III. MISCELLANEOUS PROVISIONS

1. This agreement shall become effective upon filing with the Secretary of State.

2. The terms, conditions and provisions of this agreement shall remain in full force and effect for a period of five (5) years from the effective date, unless this Agreement violates any Arizona law, rule or regulation, either now enacted or which may be enacted in the future. This agreement will be automatically renewed for successive periods of five (5) years unless either party shall give notice in writing to the other not less than one (1) month nor more than three (3) months prior to the initial or renewed expiration date. Further, this agreement may be terminated by the State at any time upon sixty (60) days written notice. It is understood and agreed that, in the event this agreement is terminated by the City, the State shall in no way be obligated to maintain said multi-use pedestrian path and landscaping.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereby agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation  
Joint Project Administration  
205 South 17th Avenue, Mail Drop 616E  
Phoenix, AZ. 85007

City of Sierra Vista  
City Manager  
1011 North Coronado Drive  
Sierra Vista, AZ. 85635

8. Attached hereto is the written determination of each party's legal counsel the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF SIERRA VISTA

STATE OF ARIZONA  
Department of Transportation

By Richard F. Archer  
RICHARD F. ARCHER  
Mayor

By Peter L. Eno  
for PETER L. ENO  
Contract Administrator

ATTEST

By Sandra L. Kenny  
SANDRA L. KENNY  
City Clerk

RESOLUTION

BE IT RESOLVED on this 28th day of January 1998, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the City of Sierra Vista for the purpose of defining responsibilities for the design and construction of a new pedestrian path and landscape improvement on SR-92 in the City.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Contract Administrator for approval and execution.

A handwritten signature in dark ink, appearing to read 'D. Allocco', is written over a horizontal line.

DAVID ALLOCCO, Manager  
Engineering Technical Group  
for Larry S. Bonine, Director

RESOLUTION 4005

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SIERRA VISTA, COCHISE COUNTY, ARIZONA; REAFFIRMING SETTLED POLICY TO CONTRACT WITH OTHER GOVERNMENTAL AGENCIES TO OBTAIN FUNDING AND/OR PERFORM SERVICES; REAFFIRMING SETTLED POLICY TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH ANOTHER PUBLIC AGENCY; AUTHORIZING THE CITY TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION (ADOT) TO ACCEPT A \$285,000 TRAFFIC ENHANCEMENT GRANT AND ALLOCATING \$25,000 OF CITY FUNDS TOWARDS THE DESIGN AND CONSTRUCTION OF A MULTI-USE PATH AND LANDSCAPING ALONG STATE ROUTE 92 BETWEEN FOOTHILLS DRIVE AND CALLE MERCANCIA; AND AUTHORIZING AND DIRECTING THE CITY MANAGER, CITY CLERK, CITY ATTORNEY OR THEIR DULY AUTHORIZED OFFICERS AND AGENTS TO TAKE ALL STEPS NECESSARY TO CARRY OUT THE PURPOSES AND INTENT OF THIS RESOLUTION.

WHEREAS, it is mutually beneficial for the City and Arizona Department Of Transportation (ADOT) to partner and enter into Intergovernmental Agreements; and

WHEREAS, the State of Arizona Transportation Board approved a Transportation Enhancement Grant in June 1997; and

WHEREAS, ADOT will provide \$285,000 towards a transportation enhancement project; and

WHEREAS, the City of Sierra Vista and ADOT have a mutual interest in providing a multi-use path and landscaping along the east side of State Route 92 between Foothills Drive and Calle Mercancia; and

WHEREAS, ADOT has drafted an Intergovernmental Agreement, attached hereto and made a part hereof, reflecting ADOT's and City's commitments towards design and construction of said multi-use path project; and

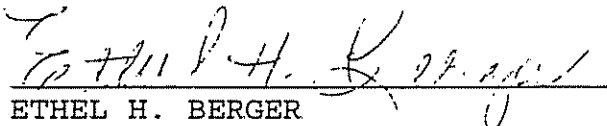
SECTION 2

That the City be, and hereby is, authorized to enter into an Intergovernmental Agreement with the Arizona Department of Transportation, and committing \$25,000 towards the design and construction of a multi-use path and landscaping along State Highway 92 between Foothills Drive and Calle Mercancia, as outlined in the Intergovernmental Agreement attached hereto and made a part hereof.

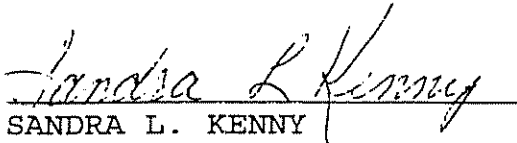
SECTION 3

That the City Manager, City Clerk, City Attorney or their duly authorized officers and agents are hereby authorized and directed to take all steps necessary to carry out the purposes and intent of this resolution.

PASSED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SIERRA VISTA, ARIZONA THIS 28TH DAY OF MAY 1998.

  
ETHEL H. BERGER  
Mayor Pro Tem

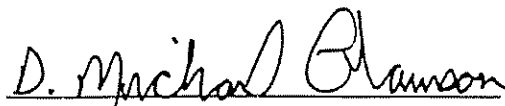
ATTEST:

  
SANDRA L. KENNY  
City Clerk

APPROVED AS TO FORM:

  
STUART L. FAUVER  
City Attorney

PREPARED BY:

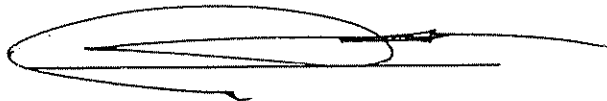
  
D. MICHAEL CLAWSON  
Purchasing Manager

RESOLUTION 4005  
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APPROVAL OF THE CITY OF SIERRA VISTA ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and the CITY OF SIERRA VISTA and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this 28th day of May, 1998

A handwritten signature in black ink, consisting of a large, stylized loop followed by a horizontal line and a small flourish.

City Attorney